NEW YORK CITY.

THE COURTS.

UNITED STATES CIRCUIT COUNT.

The Union Pacific Railroad Company Litiga-tion-Motion to Show Cause Why the Cause Should Not be Adjudicated on in the Circuit

James Fisk, Jr., vs. The Union Pacific Company and the Oredit Mobilier of America.—Argument of counsel was resumed in this case yesterday after-

us argument. He said:—The first question in this case was to ascertain the facts upon which the con-roversy depended. The suit was brought in the case was to ascertain the facts upon which the controversy depended. The suit was brought in the State court on the 3d of July, 1868, by Mr. Fisk against the Union Pacific Railroad Company, the Credit Mobilier of America and thirty-aven directors, members of different States of the Union. The plaintiff, one of the stockholdners of the Union Pacific Railroad Company, alleges that the directors of the company have committed various fraudulent acts; that they have made conditions with the Credit Mobilier of America by walch the company surned over to the new company all the property received from the United States by way of subsidy, and all their own first mortgage bonds; that, in fact, the company had fraudulently disposed of every particle of its property and assets to the Credit Mobilier, and that Mr. Fisk was entitled to have an account furnished of all the property up to the 2d of July. The principal cause of action was that the directors of this corporation, being the trustees of the stockholders thereof, have violated their trust and duty towards these stockholders. That was the cause of action, as it related to all the directors made parties in the cause. Mr. Field summed up the subject matter of the controversy as it was now presented to the court—whether the case was now properly and legally in this court on the order of Judge Rosekrans; was it within the state court, and if it was within the jurisdiction of this court to do so, was the question of this court to do so, was the question of the sourt to do so, was the question of the sourt to do so, was the question of the court to grant a stay of proceedings as related to the action of the State court, and if it was within the jurisdiction of the court to grant a stay of proceedings in the court to the case. as repeatedly before submitted by him in the various hearings before the different courts that have been adjudicating in the controversy.

Mr. Tilden followed for the defendants, advocating the removal of the case to this court, contending that it had

Mr. Them followed for the defendants, advocating the removal of the case to this court, contending that it had been removed and that the Circuit
Court was the proper tribunal of adjudication.

Mr. Tilden occupied the attention of the court till
t rose. Judge Biatchford reserved his opinion.

Another Phase of the Union Pacific Ruilroad

Content—Flak Put Upon His Defence, Charged with Evicting the Union Pacific Company from Their Offices—Dawages Laid at One Million Dellars.

Onion Pacific Rattroad Company vs. James from the Circuit Court and served upon the defend

ant, James Pisk, Jr., at the instance and on the sworn affidavit of the plaintiff, the Union Pacific Railroad Company. The capies is made returnable before Judge Blatchford of the Circuit Court on Saturday next.

In the affidavit in the case the defendant is charged with breaking and entering the close of said plaintiff, evicting said plaintiff therefrom, holding possession thereod, and setzing, taking and carrying away the goods and chattels of said plaintiff, and obstructing and hindering and threatening said plaintiff, and continued release and servants and preventing them from performing said plaintiff's business, and thereby causing said plaintiff graat loss, inconvenience and prejudice to said plaintiff; damages \$1,000,000. The Eric pandora box is not tikely to be soon exhausted.

More of the Union Pacific Railroad Litiga tion-The Safe to Be Blown Open. Before Judge Barnard.

Fisk, Jr., vs. The Union Pacific Rattroad -The hearing of this case was resumed esterday morning pursuant to adjournment.

Mr. Tweed, the receiver, states that up to the prement he had been unable to open the sate. He felt
reluctant, he said, to apply foreible means, yet if the
Court directed it he would unquestionably be compelled to do so. If this case were postponed till
saturday next, he would probably have the safe
opened, and he therefore asked an adjournment till
that time.

Mr. Tracy expressed surprise at the adjournment
and asked whether there was any matter before the
court for discussion.

Judge Barnard said that the examination of Mr. Durant had been postponed in order that the books

trant had been postponed in order that the book the company might be presented in court. The case was then adjourned till Saturday next.

SUPREME COURT-CHAMBERS.

Fraudulent Ball Ring.

Before Judge Sutherland. Lorenzo Pratt vs. Horace Barnes; Chas. P. Crosby endant Barnes, a resident of Boston, Mass. At-Bank of New York. In February Barnes, arough his counsel, made a motion to discharge the stachments on the ground that he lived in New ard before Judge Cardozo and denied. On or application to be made to Judge Sutherland, in chambers, through James F. Morgan, his connsei, for orders discharging said attachments and giving undertakings. Judge Sutherland after granting one or two of the papers observed that the same parties or two of the papers observed that the same parties only refused to grant the required additional orders, but cancelled the orders he had already signed, and also directed that notice of the applications be given to plaintiff's course! It appears that no such application was given, but in a few days afterwards Mr. Morgan, counsel for the defendant, caused application to be made by persons, as altered in his

also directed that notice of the applications be given to plaintiff's counsel. It appears that no such application was given, but in a few days afterwards Mr. Morgan, counsel for the defendant, caused application to be made by persons, as alleged, in his employ for new orders discharging said altachment. Different sureties were then represented in each case, in one case the surcties were H. G. Smith, Irving place, New York, and Enile Brie, of 38 West Fourteenth street, New York. In another case the sureties represented were George Shaver, 364 Atlanuc street, Brooklyn, and James Campbell, of Boston road, Brooklyn. In another case the sureties were James Harrington, 277 Chinona avenue, Brooklyn, and A. C. Johnson, of Tompkinsfille, Richmond county. The undertaking in the other case, which was for \$8,000, has never been seen since it was presented to Judge Sutherland, and on which the order discharging the attachment was obtained, although diligent search for it was made in the office of the County Clerk and in the chambers of the court.

Some short time prior to Messra, Birdseye and Crosby, counsel for the plaintiff, learning of the discharge of the statchments, defendant, with his counsel, Morgan and Brie, one of the surcties, had called at the Chatham Bank and succeeded in inducing the offices of the bank to pay over \$4,759 25, part of defendant's funds for which the order of attachment was originally applied for. Before the other funds were withdrawn from the bank plaintiff s counsel, having ascertained what the defendant and us counsel had done, applied for and obtained an order staying proceedings, and yesterday moved, on affidavits presented by them, that the order of attachment was originally applied for and obtained an order staying proceedings. But yes and obtained an order staying proceedings, and yesterday moved, on affidavits presented by them, that the order of attachment was originally applied for and obtained an order staying proceedings. But yet and the surface of the bank the process of the bank

The Custody of a Child Contended for by a Mother and Grandmother-Decision Re-

In re Habeas Corpus of George P. Morris.—This was an application by a mother for the custody of a child, an intelligent looking boy, about eight years old, and nephew to the late George P. Morria, the poet. It appeared that the child's parents were married in 1800, and the father died in 1864. The married in 1800, and the father died in 1864. The mother was then in a feeble state of health, and expected soon to be confined. The boy was taken by the grandmother, Matilda Morris, and her daughter, to stay with them temporarily, as is claimed by the mother: but they, on the other hand, contended that the child was given them. Since that time the boy has lived with the grandmother, viating his mother at intervals. Not long since, the boy, who had been at his mother's for some time, was taken away while the mother was assent, and a note left staing that he had been taken to his grandmother's. Thereupon the present proceedings were instituted. It was admitted that the chilf question to be considered was what was best for the child, though on the part of the relator is was

contended that the rights of the mother could not be transferred by a mere verbal gift. It was denied, however, that she had given him away at all. There was no question as to the character of the parties and no conflict of religious views. After the argument of counsel the boy was conducted to his Honor upon the bench, was privately interrogated him as to which of the parties he preferred to remain with. The child, when he entered the court, ran to his mother and embraced ner affectionately. The Court adjourned the case to Tuesday next, when a decision will be rendered.

Heavy Verdict Against a Police Officer. Before Judge Alker.

John Hooney vs. Thomas Garland.—The plaintiff in this action is a private watchman employed by various merchants in Duane street and Broadway and the defendant is a policeman in the Sixth precinct. It appeared by the evidence that on the evening of the 31st of May, 1887, while the plaintiff was ing of the 31st of May, 1887, while the plaintiff was examining the doors of Vernon Brothers' store that the police officer, who had examined the door a few minutes greviously, considered it as an interference with him in the discharge of his duty and went to the door where plaintiff was, struck him with his club on the head, back and arm so as to cause the blood to flow freely over his face and then arrested him and made a charge against him for disorderly conduct and interfering with nim in the disoharge of his duty, for which he was kept in prison all night and discharged next morning by a magistrate in the Tombs on giving ball to keep the peace.

next norming by a magnetrate in the Tonns on giv-ing ball to keep the peace.

The plaintin then brought this suit against Gar-land to recover damages for the assault and battery thus committed.

The jury found a verdict of \$300 in favor of the plaintin.

For the plaintiff, Flanagan & Gross, For delendant, Brown, Hail & Vanderpoel.

Moore.—The following opinion has been rendered by Judge Lane in this case:—On or about the 3d day of January, 1869, the plaintiff entered into a written and owners or lessees of Cosmopolitan Hall, Third avenue, near Fifteenth street, to conduct the orches-tra therein every night in the week and twice on Sundays, for the term of four weeks, from the 3d of January, 1869, until the from the 3d of January, 1869, until the 31st of the same month, at a salary of seventy-five dollars per week. On the same day, and simultaneously with this contract, the defendants, in presence of the plaintiff, and by a mutual understanding, entered into another contract in writing with one lieury Bacefer to furnish for this orchestra, certain musicians (naming the different instruments), in all twenty-two. This number of musicians was duly furnished by laeder on the 3d day of January, 1869, and the plaintiff entered upon his duties as leader or conductor of this orchestra, and continued to do so up to and including Tuesday evening, January 8, upon which occasion five or six of the performers were alwent. The plaintiff thereupon refused to conduct a less number than what he termed "an orchestra" of twenty-two musicians, but tendered his services daily for the baiance of the week to lead or conduct a proper or suitable orchestra, or such as he had previously conducted until Tuesday evening. He also advised the defendants to discharge Bacder and his musicians, asserting that they Lad broken their contract, and wanted them to procure a new set of performers who would attend to their duties. On the 6th of January the delendants discharged Baeder and the musicians he had furnished, but failed to procure a new orchestra of the same number, tendering the services of some ten or tweive persons in their place, whom the plaintiff, at the time of the discharge of the musicians, informed the defendants that he voluntarily rescinded his contract. As matter of fact, I find that he did not do so; but, on the contract, bendering testimony on the trail as to whether or not the plaintiff, at the time of the discharge of the musicians, informed the defendants that he voluntarily rescinded his salary—seventy-five dollars. On the trial it was contended by the defendants connied that he did not do so; but, on the contract, whether or similar contract, and at the end of the week he demanded his salary—seventy-five dollars. On the tr dollars per week. On the same day, and simultane

instrument, it is proper to look at the surrounding circumstances, and parole evidence is always admitted in order to ascertain the subject to which an instrument refers. (Blossom vs. Griffin, 13 N. Y., 569; Greenleaf ev., 286.) Technical terms are always susceptible of explanation in a written instrument; and in this view I taink it eminently proper and more imperative to admit the Baeder contract, to ascertain the true intent and meaning of the word "orchestra." as mentioned in the contract in question, as well as the meaning attached to it by the parties themselves. I think, according to the contract, the plaintiff was not bound to lead or conduct a less number of performances than twenty-two, and that the defendants were bound to provide them. Judgment, must, therefore, be rendered for the plaintiff for seventy-five dolars, with interest and costs, and the usual allowance.

CITY INTELL GENCE.

THE WEATHER YESTERDAY .- The following record will show the changes in the temperature for the just twenty-four hours, as indicated by the ther-| The state | The

 12 M
 46
 12 P. M.
 5

 Average temperature
 47

 Average temperature Thursday
 47
 TESTIMONIAL.—Mr. Coney, managing clerk at Hudnut's pharmacy, was the recipient of a hand-

some testimonial yesterday, presented as a mark of esteem by his fellow cierks. FESTIVAL AT THE ORPHANS' HOME, FORTY-NINTH STREMT.—The report of the Rev. Mr. Hill's remarks, at this festival, should have read that there are soo persons under the care of the mission at Athens, Greece, not "eight," as printed.

DRATH FROM SCALDS.—Coroner Keenan yesterday

George F. Carmarath, thirty-six years of age and a native of New York, whose death was the result of scalds sectedentally received on the 35th ultimo by falling into a kettle of boiling water.

A GERMAN POLITICAL BANQUET.—The German

Jefferson Society are preparing for a grand banquet at Kuester's Central Hotel, on the Bowery, in honor of the founder of the democratic party, Thomas
Jefferson, to which most of the great lights of the
democracy are being invited. A good dinner and
many speeches are in prospect.

ATMOSPHERIC PHENOMENON.—About ten minutes
after eight o'clock last evening a bright red light ap-

peared in the northwest, then in the east, as if a fire was raging in those directions. On closer examina-tion it was found that the numerous gas lamps of the city threw their light upon the low and very dark clouds, causing the red glare observed.

DEATH IN A CAR.-An inquest was yesterday held at the Morgue by Coroner Keenan on the body of John O. Pearson, a man seventy-four years of age, who died suddenly while riding in car No. 116 of the Belt Railroad. Disease of the heart was the cause of death. Mr. Pearson, who was a native of New Jersey, lived at 396 East Eighth street.

FATAL RAILROAD CASUALTY.—William Horstman.

FATAL RAILROAD CASUALTY.—William Horstman, the German who, while partially under the influence of liquor on Tuesday evening, staggered and feil in front of a wheel of a freight car belonging to the Hartem Railroad Company and had his right arm terribly crushed, has since died at the Morgue from the effects of the injuries received. Deceased lived at No. 42 East Fourteenth street. Coroner Schirmer will hold an inquest on the body.

MASONIC PRESENTATION.—Dr. James A. Reed, Dast Master of Washington Lodge Past High Prints.

Past Master of Washington Lodge, Past High Priest of Ancient Chapter of Royal Arch Masonry and Past Eminent Commander of Columbian Commandery of Knights Tempiar, was the recipient last evening of a most elegant gold watch and charn at the hands of his Masonic triends. The presentation was made in complimentary terms by Mr. Henry C. Panks, and the response was in the same appropriate form.

DEATH OF MRS. WILLIAM WHEATHRY.—Mrs. Eliza-beth A. Wheatley, wife of William Wheatley, the well known manager of Niblo's Garden, died at the Metropolitan Hotel, in this city, yesterday, after a

POLICE PITELLICENCE

LOVED GOOD CLOTHES.—Margaret Crossley, a co-mestic, has one signal failing, and that is, she places too much faith in the popular opinion that "fine feathers make fine birds." Under the promptings feathers make fine birds." Under the promptings of temptation that her position in society would be greatly enhanced if she donned garments of delicate colors and texture, on Wednesday night she purloined part of her mistress' wardrobe, valued at twenty-live dollars. In this hurried attempt to become a radiant star in her circle of rirends she was discovered and arrested. When brought before Justice Dodge, at the Jefferson Market Police Court, yesterday, she admitted her guilt and was held for trial in default of \$300 bail.

of robbing Mr. R. P. Wilcox, of 307 Broadway. On the 5th of December last, while the latter was in the premises 188 Grand street, the complainant was assaulted by Rifin and William McMahon, who by force and violence rifed his pockets of eighty-one dollars and some valuable papers. McMahon was arrested at the time and is now in State Prison. Rifin made his escape and has but recently returned to the city. Justice Dowling committed him for trial. The full particulars of the robbery were printed in the Herald the day following the occurrence.

THEFT OF A WATCH AND CHAIN.-In the HERALD about two days since an item appeared stating that Boyd H. Packer, of Williamsport, Pa., had been robbed of his watch and chain and a sum of money robbed of his watch and chain and a sum of money at the Revere Honse, in this city, while in company with a young woman known as Jennte Duff. The only Boyd Packer residing at Williamsport is a Boyd C. Packer, a relative of ex-Governor Packer, of Pennsylvania. A few days since an individual named H. Suydam Crater, of Flemington, N. J., made an affidavit setting forth that he was the individual who lost the watch, &c., in question; that he preferred the charge against Jennie at Jefferson Market Court, and that he faisely gave his name as Boyd H. Packer, of Williamsport, Pa.

ASSAULT ON AN OFFICER.-Yesterday afternoon Hugh Minnick, a resident of the Twenty-first ward, in endeavoring to force himself into the prison gate without a ticket to see his-friend John Real, gate without a ticket to see his friend John Real, was pushed back by deputy keeper Long, when he renewed the attempt to press inside. Officer James Macarthur, of the Tombs court squad, being there on official business, requested Minnick to fall back, when the latter grew his fist and struck Macarthur a violent blow on the back. Minnick was instantly arrested and on the officer's complaint he involuntarily gained admission to the prison to which, a few minutes previously, he had been unable to force himself. Before the closing of the court Justice Dowling released Minnick on ball to answer the charge before the Court of Sessions.

STRALING A POCKETBOOK AND CONTENTS.—Richard Feeney subtleen verys of age, and living in Wil-

Feeney, eighteen years of age, and living in Wilhamsburg, was yesterday arrested by detective Riker, of the Sixth precinct, on the charge of stealing a pocketbook, containg seventy dollars in United States Treasury notes, from Felix J. O'Neil, of No. States Treasury notes, from Felix J. O'Neil, of No. 84 Madison street. The latter placed his coat, in one of the pockets of which was the money, on a bench of the premises No. 8 Chambers street, and soon afterwards the prisoner, being behind the counter, threw his coat down upon that of O'Neil's. After Feeney left the place the money was missed, and, after his arrest, a fifty cent fractional currency note, identified by Mr. O'Neil, was found in his possession. Justice Dowling committed the prisoner for trial in default of \$1,000 bail.

of quite pleasant exterior, has been in the employ of J. G. Burrough, of No. 1,155 Broadway, for several months, During that time ne conducted himself so uprightly and discharged his duties with such an attention to his employer's interest that he gained his entire confidence, as he was repeatedly left in charge of his place of business. Something occurred on Wednesday to make William depart from the pleasant paths of honesty, and without authority he robbed the money drawer, over which he was placed as a faithful guardian, of \$15. He was discovered and arrested, when, upon arraignment at the Jefferson Market Police Court yesterday, before Justice Dodge, a charge of larceny was taken against him. He was held for trial, in default of \$300 bail.

default of \$300 ball.

High-Handed Outrage.—Stephen P. Russell, Jr.,
residing at No. 128 East Twenty-third street, appeared before Justice Dodge yesterday, at the Jefferson Market Police Court, and charged one Benjamin Such with treating him in "such" a manner that it smacks greatly of desperate 'ruffianism, and that with a view to extort money. He affirms that the accused enticed him into a room at his residence, when he locked the door and demanded money from him, pretending that he had funds of one Mrs. Gassner; that when he rejused to comply with his demands he threatened personal violence, and that being greatly frightened, he was compeled to raise an alarm, when he was liberated from involuntary confinement, and jurther, that after such liberation he was again threatened by the accused. The case was patiently heard, when the prisoner gave bail to answer the charge.

Alleged Dishonest Agent.—Anne Cochran, of 510 East Twentieth street, appeared before Justice amin Such with treating him in "such" a manne

Dodge, at the Jefferson Market Police Court, yesterday morning, and obtained a warrant against one sidney H. Carr. g real estate broker, charging him with cheating and embezzling her out of \$570 65, under the following circumstances:—That she is the owner in fee simple in her own right of a nouse and lot, No. 31 East Forty-first street; that she employed said Carr to collect the rental of the tenants therein, which he did for the months of June, July, August, September and October last, amounting to the above sum; that instead of paying the same to her, he without her knowledge or authority, did embezzle and appropriate that amount to his own use and purpose, and although frequently solicited to refund the same, he declined doing so. In pursuance of the statements contained in this suidavit, Carr was at once arrested, and later in the day he was arrangined to answer the charge. He pleaded not guilty, but was held for further examination.

Extensive Therr or India Russer Goods.—Deog, and obtained a warrant as

was arraigned to answer the charge. He pleaded not guilty, but was held for further examination.

Expensive Thept of India Rubber Goods.—Detective Wooldridge, of the sixth precinct, yesterday brought before Justice Dowling two colored men named Edward H. Jackson and Floyd Franklin on the charge of having stolen 650 sets of India rubber "builts" for syringes, valued at \$223, belonging to Albert C. Eddy. Mr. Alfred Cheney, of No. 5 Murray street, the complainant in the case, says the property was taken from pier 27 North river while in charge of his express. A small portion of the builts were found in possession of Jackson, who alleges he received them from Franklin. On searching a stable occupied by Franklin abox which contained the builts at the "time of the larceny was found, and Franklin admits having the same in his possession. William C. Watson, of 211 Centre street, deposed that about two weeks ago Jackson brought to him an india rubber built and inquired for what purpose it was used. This built has been identified as one of those stolen from Cheney's possession. The defendants were arraigned before Justice Dowling and committed for trial in default of bail.

THE WEEKLY HERALD.

The Chenpest and Best Newspaper in the Country.
The WEEKLY HERALD of the present week, now

ready, contains:—

The very latest European news by the Cable. Despatches from Cuba, detailing the revolutionary novements on the island.

Telegraphic News from Mexico, Central and South

America, China, Japan and other points.

The Indian War—Return of General Custer's Expedition—the troops a week without rations—Surprise of the Cheyenne Tribe and rescue of two White

Vomen. Horrible Tragedy in Philadelphia—a man murders his whole family and then commits suicide. The Iron-clad Oath in Virginia-Letter from a Vir-

A Letter from Paris thirty years old. A Letter from Paris thirty years old.

Communications relating to "Free Trade on Ocean
Steamships," "The Steamship Ring" and "The
Ocean Telegraph, Company,"

"Cock-a-Doodle-Doo!"—A history of Cock Fighting
and Cock Fighters, ancient and modern.

It will also contain, properly classified, the Current
News of the Week; the Fashions; Amusements;

News of the Week; the Fashions; Amusements; Varieties; Foreign Intelligence; Obituary Notices; Faceties; Sporting, Religious, Artistic and Literary Intelligence; Washington News; Editorial articles on the prominent topics of the day; Our Agricultural Budget; Reviews of the Cattle, Horse, Dry Goods and Boot and Shoe Markets; Financial and Commercial Intelligence, and accounts of all the important and interesting events of the week.

TERMS:—Single subscription, \$2; Three copies, \$5; Five copies, \$5: Ten copies, \$15; Single copies, five cents each. A limited number of advertisements in-

FINANCIAL AND COMMERCIAL

The most interesting topic of the day was the advance in the rate of discount by the Rank of England from three to four per cent. This alternation was not wholly unexpected. The meetings of the directors for several weeks have been anxiously observed; but an increase of not more than one-half per cent was looked for. The advance has been made to present this observed; per cent was looked for. The advance has been made to prevent the shipments of specie from England in exchange for our bords, the demand for which was unprecedented. Since the beginning of the week about five millions of dollars, as nearly as can be ascertained by inquiry among the foreign bankers, has been placed on shipboard for exportation to this country, the redundancy of bond bulls so reducing the rate of exchange as to make it profitable to send gold this way. The bullion in the flank of Engiand has failen off nearly 2500,000. The effect of the advance is London was a decime of \(\chi\) in consols and \(\chi\) in United States five-twenties. In our own market the effect has been more or less market, and can be traced in the various operations of to day.

The public debt statement for April, which has been made up more promptly than usual, shows a decrease of about \$2,500,000. The aggregates of the various items are summarized as follows:—

Debt bearing coin interest.

Matured debt not presented for payment.

6,003,403

Bett bearing no interest.

701ai debt, principal outstanding.

2,506,805,503

Add interest accrued.

2,506,805,503

Amount of coin in the Treasury.

6,002,625

Coin represented by gold certificates.

71,672,500

Currency in Treasury.

9,502,625

Debt, less cash.

72,525,196,461

Total amount of bonds issued to the

Facific Railroad Company.

The House Sanking Committee have had the fieldistribution bill under discussion to-day, and a

Washington telegram says that the four per cent
bond proposition meets with great favor in Congress. An evening contemporary observes that the bond proposition meets with great favor in Congress. An evening contemporary observes that "the principal object in the creation of the national banks was to make a permanent market for our government bonds, and to this end were the privileges granted. This object has been served, and the real question to-day is, ought we to perpetuate a system which pays double profits to the banks, when we are no longer in doubt as to the ready sale of United States securities? The bank managers had best be cautious how they deal with the question. Ready acquiescence in the demands of the Southern and Western countries that require their own bank circulation may turn out to be the only mode of keeping their own profitable position. If a too grasping spirit is shown we can warn them that the country at large does not need much irritation to sweep away their circulation altogether, and give us the away their circuiation altogether, and give us the government greenbacks to take its place." Just so. The solution of the question is very simple. Aboush the national banks. Substitute for their notes an

equal quantity of greenbacks, with which buy and cancel an equivalent in bonds.

The money market was rigorously active, and one-quarter of one per cent was paid in addition to the legal interest on call loans where the collaterals pledged were of a miscellaneous character. Gold interest, one-eighth and, exceptionally, onefourth were paid on loans with pledge of govern-ment securities. Three-eighths was asked after three o'clock, at which time many accounts were not made up, but the banks waited until four o'clock, and even later. These institutions com-plain of a dearth of funds and utter inability to accommodate. But it is openly charged that the "Shylocks" who stand in front of the Stock Exchange after two o'clock offering money at "tancy" rates are secretly backed by down town banks, whose officers think it a good chance to swell their profits. One bank to-day sent in its three per cents and drew \$500,000 in greenbacks out of the Sub-Treasury. The demostic exchanges are so confused and the money market reported so diftres that it is difficult to make an approximate esti-mate of the time for easy money.* One thing is very forward they must steadily gain, but how speedit will be determined by the extent and progress of th numerous enterprises undertaken with the spring and the character of the business with the South and West. This condition of the money market has demoralized that for commercial paper. The best double names are offering at from tweive to eighteen per cent discount. The suspension of an old and per cent discount. The suspension of an old and well known importing house is announced, but with the intimation that a little forbearance on the part of creditors will enable them to resume again

first felt in the price of gold, which advanced quite rapidly, but fell off later in the morning, advancing again in the afternoon on receipt of the intelligence that the Congressional Committee had decided to re-port the resolution favoring the independence of Treasury to anticipate the payment of the coupons

was approved March 17, 1864, and is as follows:-Resolved, &c., That the Secretary of the Treasury be authorized to anticipate the payment of interest on the public debt by a period not exceeding one year, from time to time, either with or without rebate of interest upon the coupons, as to him may seem expedient; and he is hereby authorized to dispose of any gold in the Treasury of the United States not necessary for the payment of the interest of the public debt, provided that the obligation to create the sinking fund according to the act of February 25, 1862, shall not be impaired thereby.

The steamer Eagle took out \$188.000 in specie for

The steamer Eagle took out \$168,000 in specie for Havana, and the Union \$47,000. The Alaska, from

The market for cash gold is curious in its fluctu-The market for cash gold is current and the conscitions, owing to the activity of money and the consci

quent value of currency.

Up to Clearing House time loans ranged from flat to 7 per cent for carrying, and down to flat again.
In the afternoon 3 and 7 per cent per annum, and
1-16th per day for carrying. The business of the
Gold Exchange Bank resulted as follows:—
 Gold cleared
 \$88,698,000

 Gold balances
 1,264,103

 Currency balances
 2,011,047

rate was also redected in the market for foreign ex-change, which, though duil, was firm at the low quotations to which it has declined. A circular tonight ingeniously suggests that "the large remit-tances for five-twenty interest coupons, due lst May, will make an outlet for these bills, and any antici-pation of the interest by the Treasury will at once pation of the interest by the Treasury will at once operate advantageously, relieving the money market, sending forward the bonds, facilitating reinvestments of coupons in bonds and giving new life to the market here." The following quotations are still nominal, large amounts being purchasable at concessions varying from 36 to 8 per cent:—Sterling 60 days, commercial, 106% a 107%; good to prime bankers, 107% a 107%; short sight, 108 a 10836; Paris, 60 days, 5.23% a 5.22%; short sight, 5.23% a 5.22°. Aniwerp, 5.30 a 5.23°. Switzerland. 5.23% a 5.20; Antwerp, 5.30 a 5.25; Switzerland, 5.36 a 5.25; Hamburg, 35 a 35%; Amsterdam, 39% a 40: Frankfort, 39% a 40%; Bremen, 77 a 77%; Prus

in thaiers, 70 a 70%.

It was also feit, together with other influences, in the government market, where prices gradually yielded, after a steadfast resistance, the asking prices at the close being the figures bid in the forenoon. Otherwise bonds were without feature and dull. The street quotations at five o'clock this evening were as follows—United States sixes, 1881, registered, 115 a 115%; do., coupon, 115% a 115%; do., gve-twenties, registered, 109 a 109%; do., coupon, 1862, 117% a 118; do., 1864, 113% a 114; do., 1865, 115% a 116; do., new, 1865, 112% a 112%; do., 1867, 112% a 112%; do., 1868, 112% a 112%; do., ten-forties, registered, 104% a 104%; do., coupon, 105 a 105%; currency bonds, 104% a 104%. The stock market during the boards was still firm,

continuing to present the rare feature of persistent strength when rates on call were so high. The stocks particularly exhibiting this contradiction were St. Paul, which advanced to 72 for the common and 81 for the preferred, and Northwestern preferred, which rose to 94%. Pacific Mail and New York Central were inclined to move independently of the rost of the list. The exceptions were iterating and

burg and the express shares, which were steady of weak, while Rock Island and Chicago and n were heavy and declined. At the last open higher, or may be the straw which will break the patience of those who have cefled everything in "carrying" their stocks through the present crisis. The following were the closing prices at the last regular board. Toledo and Lake Shore are quoted ex dividend:—Canton, 59 a 60; Cumberland, 55 a 26; ex dividend:—Canton, 59 a 60; Cumberland, 35 a 35; Western Union, 39% a 39%; Quickailver, 20 a 20%; Martpom, 18% a 18%; do, preferred, 34% a 35; Pacific Mail, 50 a 59%; New York Central, 161% a 161%; Hudson River, 189 a 139%; Reading, 91% a 91%; Michigan Southern, 65% a 56; Pittsburg, 67; Northwestern, 64 a 54%; do, preferred, 80% a 54; Toledo, 97; Rock Island, 127% a 129; St. Paul, 72% a 72%; do, preferred, 81% a 81%; Wabash, 65% a 67; do, preferred, 81% a 81%; Wabash, 65% a 67; do, preferred, 18% a 51%; St. Paul, 72% a 72%; do, preferred, 81% a 81%; Wabash, 65% a 67; do, preferred, 18% a 72%; do, preferred, 18% a 81%; Wabash, 65% a 67; do, preferred, 18% a 72%; do, preferred, 18% a 81%; St. Paul, 72% a 12%; do, preferred, 18% a 81%; St. Paul, 72% a 12%; do, preferred, 18% a 81%; St. Paul, 72% a 12%; do, preferred, 18% a 81%; St. Paul, 72% a 12%; do, preferred, 18% a 81%; St. Paul, 72% a 12%; do, preferred, 18% a 81%; St. Paul, 72% a 12%; do, preferred, 18% a 81%; St. Paul, 72% a 12%; Ohio and Mis-

77% a 79; Fort Wayne, 126% a 125; Ohio and Mis-nissippi, 32% a 32%.

The following were the closing prices at the last open board:—Canton Company, 59 bid; Wells, Fargo a Co.'s Express, 31 a 31%; Adams Express, 57% a 58; American Express, 60% a 41; United States Ex., press, 56 bid; Merchants' Union Express, 15% a 15%; Quicksiiver, 20 bid; Pacific Mail, 89 a 89%; Western Union Telegraph, 39% a 39%; New York Central, 161 a 161%; Mariposa, 18 a 19; do. pre-ferred, 34% a 34%; Hudson River, 128% a 139; Har-lem, 132% a 135; Reading, 91% a 91%; Chicago and Aiton, 145 a 149%; do. preferred, 150 bid; Terre lem, 132% a 125; Reading, 91% a 91%; Chicago and Alton, 145 a 149%; do, preferred, 150 bid; Terre Haute, 35 bid; Toledo and Wabash, 66% a 67; do, preferred, 76 a 78; Milwaukee and St. Paul, 71% a 72; do, preferred, 80% a 81; Ohio and Mississippi, 32% a 32%; Port Wayne, 124 a 124%; Michigan Southern, 96% a 95%; Cieveland and Pittsburg, 86% a 87; Cieveland and Toledo, 96% a 97 (ex. div.); Rock Island, 127% a 127%; Northwestern, 83% a 83%; do, preferred, 83% a 83%; Lake Shore, 97 a 97% (ex. div.).

Southern securities closed with the following

City of Memphis sixes, 51 a 51%; Mobile and Ohio

sterling, 67 a 60.

The receipts for customs and the receipts payments and balances at the Sub-Treasury in this city

SALES AT THE NEW YORK STOCK EXCHANGE.

STREET QUOTATIONS.

Gleach Mobile Von Oriente and Firstin. All States and Gleach All

comprised the sales. Rye flour was steady, with sales of 200 bils, while corn meal was in moderate demand. Sales had belts. We quote:—

Command. Sales had been sales h

The control of German at \$7 Lb. Barief mail was dull and of Lon bounds German at \$7 Lb. Barief mail was dull and rates to at ports were heavy, and lower in some cases. The chartering bounces was quiet, though rates were without particular change. The engagements were. To Liverpoon, per steamer, 7.50 bushels corn, at 15q., to Bremen, per steamer, 81b inst., 250 bushes corngressed cetton, at \$q., 150 bushes, at 25c., to Biolium and the hole, queretiron barie, at 50c., be high tobacco, at 25c. 6d. a \$7s. 6d., and 100 cases do. at 25c., to Biolium and 50 bush. queretiron barie, at 50c., be high tobacco, at 25c. 6d. a \$7s. 6d., and 100 cases do. at 25c., to Biolium and the state of the stat

New Orleans Stock to-day, 12,915 hhds. Cubas, 659 do. Porto Bi English Islands and 553 bbis. New Orleans. NAVAL STORES. Receipts none. The market

sed packages at 175c. a 19c. for No. 1 to prime steam and kettle rendered.

PETSOLEUM.—Receipts, 1,923 bbis. refined. Oracle in bull was dull and unsettled, closing at about 185c. The sales were 500 bbis. at 185c. Refined was in better demand, but business was checked by the increased farmness of sellers, who demanded No. 2 No. 185c. at 25c. at 25c

tierces.

TALLOW.—At reduced prices the market was quiet, but
steady. About 60,000 lbs. were disposed of at llige. a llige.
WHINKEY. Receips, 337 bbs. The market was dul and
heavy at Mc. a So., tax paid. No sales of consequence were
reported.

THE CUSTOM HOUSE.

The New Collector of the Port "Taking His Bearings."

Mr. Moses H. Grinnell took charge of the office of

terday morning. As yet no changes in the appointees of the Custom House have been made by him, and probably will not be for some days, Mr. Grinnell desiring to acquaint himself fully with the details of the office and of the several subdivisions and buments. During the day he was quite overrun with

ments. During the day he was quite overrun with "friends," most of them applicants for office; but he received them all courteously and good naturedly, ordered their applications and recommendations to the filed, to be hereafter closely scrutinized, and when the day's labor closed, Mr. Grinnell left without being tatigued to the extent he expected to be. THE SURVEYOR OF THE PORT.

Yesterday morning Mr. Alonzo B. Cornell assumed the duties of the position of Surveyor of the Port, having been duly qualitied on Tuesday last. His installation into office was devoid of ceremonial of every kind, his predecessor, Mr. Wakeman, having vacated his office on Wednesday after simply wishing his predecessor a pleasant and agreeable term, on Wednesday afternoon Mr. Cornell was informally visited by numbers of the attaches of his department, who were universally charmed with the kindly reception he tendered them. As yet the office ascencer have not seriously troubled Mr. Cornell, the majority of them laying siege to Mr. Grinnell; but as soon as the latter shows signs of exhaustion, which will probably be within three days, Mr. Cornell will come in for his share of attention. The new Surveyor is yet a young man, not over thirty-five at the unions, and sets out on his official career with the advantages of a poilshed education, a pleasing and gentlemanty address and a high reputation for business tact and integrity. He announces that he shall make no change in his department until he has an opportunity of judging of his present subordinates, he does not propose to discharge any worthy and canable men, or to keep any unworthy or incapable attaches about his office.

HER NAVAL OFFICER.

Edwin A. Merritt, the newly appointed Naval Officer, assumed formal possession of his office yesterday morning, having been sworn in some days

Pacific Mail. 1836 a 19 St Paul pref. 79% a 79%

INTERNAL REVENUE AFFAIRS.

How Wall Street Beats the Government. in the third paragraph of the Internal Revenue laws under the head of "Stamp Duties," it is pro-vided that "in every bill of exchange, inland draft or order for the payment of any sum of money not exceeding \$100, otherwise than that sought in deor order for the payment of any sum of money not exceeding \$100, otherwise than that sought in demand or on a promisery note (except bank checks issued for less and checks made and intended to be forthwith presented, and which shall be presented to a bank or banker for payment, or any memorandum, check, receipt or written or printed evidence of an amount of money to be paid on demand, or at the time designated, for a sum not exceeding \$100, five cents, and for every additional \$100 or fractional part thereof in excess of \$100, five cents shall be paid." Now, all over the country, except in New York, when customers borrow money from a bank they usually give a promissory note, with endorsers. If unable to obtain endorsers they deposit collateral securities. It was formerly the practice in wall street, until the passage of this stamp act, when wall street invented the practice of omitting to use promissory notes and deposited collateral securities. It was formerly the practice in the collateral securities instead. The mode of procedure of the Wall street invented the practice of omitting to use promissory in the precioes collateral/securities in an envelope endorsed "Loan to for amount, at race of interest," and these collateral/securities in an envelope endorsed "Loan to for amount, at the lowest of collateral securities. For this purpose nearly all of them have printed envelopes. The envelope thus received the banker deposits in his safe and enters upon his book the amount of money which he agrees to loan the customer on his securities. The customer "thereupon draws a check for the amount, placing upon it a two cent stamp only. When the loan is paid to the bank by the customer the hanks credits him with the amount, and returns the collateral securities. This memorandum evidently seems to be such as is contemplated in the section above quoted. The lowest aggregate sum estimated by any intelligent broker in wall street that is lend and borrowed daily in wall street brokers, therefore, cheat the government to the a

IMPOSTANU, INTERNAL REVENUE PROCEEDINGS. Bankers' Returne of Capital-Fifteen Suite

Bankers' Returns of Capital—Fifteen Suits
In conformity with instructions from E. D. Webster, Assessor of Internal Revenue for the Thirtysecond district, difteen separate actions have been
commenced against Luther C. Clark, John D. Mazweil, David Cranfored and Henry E. Bodge, composing the firm of Clark, Bodge & Oo., for the recovery
of penalties under the 110th section of the act of June
30, 1864, for their refusal and neglect to make returns
and paraments as required by the said section. The
trial of this case wil, B is presumed, bring up the
mootice question as to the liability of bankers and
brokers as claimed by Assessor Websier, and in
which he is sustained by the internal revenue laws.
District Attorney Courtiey issued the writs yeaterday
afternoon and directed them to be served on the defendants. The penalty for failing to make returns is
\$200 per month.